



**CITY COUNCIL  
ATLANTA, GEORGIA**

**AN ORDINANCE BY:**

**04-0-2157**

**AN ORDINANCE TO AMEND THE 2004 WATER AND WASTEWATER RENEWAL AND EXTENSION FUND TO ANTICIPATE AND APPROPRIATE FUNDS IN THE AMOUNT OF ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$115,500.00) FROM THE STATE OF GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE STATE DOMESTIC PREPAREDNESS EQUIPMENT PROGRAM, GRANT NUMBER GAN#2003-MU-T3-0010; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Georgia Emergency Management Agency (GEMA) has made funds available through the State Domestic Preparedness Equipment Program; and

**WHEREAS**, the purpose of this program is to assist local municipalities in training security forces in the use of equipment used to respond to disaster recovery efforts; and

**WHEREAS**, the City of Atlanta, Department of Watershed Management has applied for and received funding totaling One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500.00) to assist with the training of security forces.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA THAT:**

**Section 1:** That the 2004 (Water and Sewer Renewal and Extension Fund) Budget be and is amended hereby as follows:

**ADD TO ANTICIPATIONS**

2J21 Q12J2002JCL0 632101	Public Health Security State Grant Entitlements	<u>\$115,500.00</u>
-----------------------------	----------------------------------------------------	---------------------

**ADD TO APPROPRIATIONS**

2J21 Q12J2002JCL0 724001	Public Health Security Consultant and Professional Services	<u>\$115,500.00</u>
-----------------------------	----------------------------------------------------------------	---------------------

**Section 2:** That all ordinances or parts of ordinances in conflict herewith be and are hereby repealed.

A true copy,

*Phonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

Jan 03, 2005  
Jan 10, 2005

## GRANTEE-SUBGRANTEE AGREEMENT

The U.S. Department of Justice, Office of Justice Programs, Office for Domestic Preparedness awarded funding to Georgia through the Georgia Emergency Management Agency to perform the FY03 State Homeland Security Grant Program. This award was made after Georgia Emergency Management Agency's successful application for the above mentioned awarded pursuant to PL 108-7. This document is the **Grantee – Subgrantee State Homeland Security Grant Program Agreement FY03 Part 2**. Any work performed under this agreement, including work performed by subrecipients of the subgrantee shall execute this agreement in compliance with the **U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller's Financial Guide** (Exhibit A). Lack of compliance with the Financial Guide will constitute breach of this agreement and allow the immediate termination of this agreement by the Grantee (GEMA). GEMA, as grantee, will maintain overall responsibility for the duration of project and accountability to the Federal government. **The amount of this agreement is for \$115,500.00.**

Under this Agreement, the interests and responsibilities of the Grantee, hereinafter referred to as **GEMA**, will be executed by the **Georgia Emergency Management Agency**. The individual designated to represent the State is **Mr. Mike Sherberger, Authorized Recipient Official**. The State has designated **Mr. Ralph Reichert** as the Program Manager of this program. The Subgrantee appears on page three (3) of this agreement and, hereinafter, will be referred to as the Subgrantee in this agreement. The Subgrantee's Authorized Representative is the person whose name appears on page three (3) of this agreement and whose signature appears on page three (3) of this agreement. The Subgrantee's Authorized Representative will execute the interests and responsibilities of the Subgrantee.

1. The following exhibits are attached and made a part of this agreement or attainable via the internet.

Exhibit A. U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller's Financial Guide, found on OJP's website: [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov)

Exhibit B. Assurances – OJP Assurance Form 4000/3.

Exhibit C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. Drug-Free Workplace Certification. Lobbying Certification OJP Form 4061/6

Exhibit D. Approved Detailed Budget Worksheet

Exhibit E. Payment Request Form

2. The Subgrantee agrees to perform all work in accordance with Exhibit D, the Approved Detailed Budget Worksheet. Any change to this worksheet must be

requested in writing by the Subgrantee and will be approved by the Program Manager prior to the execution of that change.

3. Federal funds provided under this program are for 100% reimbursement of all eligible expenditures.
4. If the Subgrantee violates any of the conditions of the Financial Guide, this Agreement, or applicable federal and state regulation, GEMA shall notify the Subgrantee that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
5. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that they shall have access to any books, documents, papers and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
6. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; provided, however, that this provision shall not be construed to extend to any contract made with a corporation for its general benefit.
7. The Subgrantee agrees that equipment purchased under this program will be purchased within one year from the award date of June 4, 2003.
8. Progress reports are required. The first progress report will cover the period ending twelve months from the award date of June 4, 2003. Subsequent reports will cover the periods ending in three month intervals from the ending date of the period of the first progress report. Reports will be submitted to GEMA, to the attention of the Program Manager no later than 10 working days following the end of the reporting period. Each report will include an inventory of all equipment purchased, equipment not yet purchased, and justification concerning why it has not been purchased.
9. Payments to the Subgrantee will be made only upon presentation of Exhibit E – Payment Request Form. Reimbursements from invoices and applicable canceled checks (or other justifying documentation) will only be made upon approval of the Program Manager. Work not performed according to this agreement will constitute justification for non-payment of any Payment Request Form.
10. There shall be no changes to this Agreement unless mutually agreed upon by both parties to the Agreement.
11. Termination. This agreement may be terminated for the following reasons:

**Cause/Default** – This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

**Convenience** – This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

**Non-availability of funding** – Notwithstanding any other provision of this agreement, in the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such agreement sources, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

12. Subgrantee will follow procurement standards as stated in the Financial Guide.
13. Subgrantee's mailing address: City of Atlanta, 55 Trinity Avenue, Atlanta, Georgia 30335.
14. GEMA's mailing address: Georgia Emergency Management Agency, P.O. Box 18055, Atlanta, Georgia 30316-005.

Agreed:

\_\_\_\_\_  
Authorized Recipient  
Official

\_\_\_\_\_  
Signature Date

Dhana M. Moore  
Subgrantee's Authorized  
Representative  
9/30/03  
Signature Date

Dhana M. Moore  
Subgrantee's Authorized  
Representative  
(printed name)

**EXHIBIT E**

**Date:** July 01, 2004

**Georgia Emergency Management Agency  
OJP FY03 State Domestic Preparedness Equipment Program  
Payment Request Form**

**Instructions:** All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Budget Sheet Number: 1

GAN Number: #2003-M4-T3-0010

Applicant/Area: City of Atlanta

FIPs Number: 121-04000-00

Requested Item or Service	Requested Quantity	Estimated Unit Cost	Requested Cost	Comments
Weapons of Mass Destruction 001	500		\$16,500.00	*EVIDENCE OF PAYMENT TO
Open Terrorism Awareness for Emergency First Responders	500		\$ 16,500.00	CONTRACTOR INCLUSIVE OF
Open Basic EMS Concepts for WMD Incidents	500		\$ 16,500.00	THIS GRANT PROVED ACTIVITY.
Weapons of Mass Destruction 003	500		\$ 16,500.00	
Open Basic Public Works Con- cepts for WMD Incidents	500		\$ 16,500.00	
Weapons of Mass Destruction 005	500		\$ 16,500.00	
Responders	500		\$ 16,500.00	
(from continuation sheet attached)				
SUBTOTAL			\$115,500.00	
TOTAL			\$115,500.00	
NET AMOUNT REQUESTED			\$115,500.00	

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be refunded to the State of Georgia within 30 days of receiving the deobligation notice.

Signature of Subgrantee's Authorized Representative (and printed name)

**GEORGIA EMERGENCY MANAGEMENT AGENCY**  
**ODP FY 03 State Domestic Preparedness Program (SHADED AREAS ARE FOR GEMA USE ONLY)**

<b>FISCAL YEAR:</b> 2003		<b>APPLICANT:</b> 58600512 APPLICANT		<b>CITY:</b> Atlanta	<b>COUNTY:</b> Fulton and Region 7	<b>GEMA AREA:</b>
		<b>of Atlanta Department of Watershed Management</b>				
<b>55 Trinity Street, Atlanta, GA 30035</b>				<b>CONTACT NAME:</b> Dhana Moore		<b>CONTACT (404) 330-6847</b>

Category must be one of the following: Personal Protective Equipment (PPE), EOD, CBRNE Search and Rescue (SAR), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention  
 Discipline = Fire, Law Enforcement (LE), EMS, EMA, etc

COST ESTIMATE						
ITEM #	CATEGORY	NARRATIVE	DISCIPLINE	REQUESTED QUANTITY	PRICE EACH	COST
1	TRG	Weapons of Mass Destruction 001		500*	\$ 33.00	\$ 16,500.00
2	TRG	Open Terrorism Awareness for Emergency First Responders		500*	\$ 33.00	\$ 16,500.00
3	TRG	Open Basic EMS Concepts for WMD Incidents		500*	\$ 33.00	\$ 16,500.00
4	TRG	Weapons of Mass Destruction 003		500*	\$ 33.00	\$ 16,500.00
5	TRG	Open Basic Public Works Concepts for WMD Incidents		500*	\$ 33.00	\$ 16,500.00
6	TRG	Weapons of Mass Destruction 005		500*	\$ 33.00	\$ 16,500.00
7	TRG	Responders		500*	\$ 33.00	\$ 16,500.00
						<b>\$ 115,500.00</b>

PREPARED BY: Dhana Moore  
 TITLE: Director, Strategic Funding Relationships

OFFICE OF COMMISSIONER

7003 OCT -6 AM 2:57

DEPARTMENT OF WATER

RCS# 6370  
1/03/05  
2:00 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 2-15

ADOPT

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 6  
EXCUSED: 0  
ABSENT 0

Y Smith	NV Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT I

04-0-2157

(Do Not Write Above This Line)

AN ORDINANCE BY  
CITY UTILITIES COMMITTEE

AN ORDINANCE TO AMEND THE 2004  
WATER AND WASTEWATER  
RENEWAL AND EXTENSION FUND  
TO ANTICIPATE AND APPROPRIATE  
FUNDS IN THE AMOUNT OF ONE  
HUNDRED FIFTEEN THOUSAND FIVE  
HUNDRED DOLLARS (\$115,500.00)  
FROM THE STATE OF GEORGIA  
EMERGENCY MANAGEMENT GRANT  
PROGRAM, GRANT NUMBER  
GAN#2003-MU-T3-0010; AND FOR  
OTHER PURPOSES.

ADOPTED BY

JAN 03 2005

COUNCIL

- ☒ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred 12-06-2004  
Referred To: City Utilities  
Date Referred  
Referred To:  
Date Referred  
Referred To:

First Reading  
Committee Date 12/30/04  
Chair 12/30/04  
Referred to City

Committee  
Date 12/30/04  
Chair  
Action  
Fav, Adv, Hold (see rev. side)  
Other

Members  
Chair  
Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION  
☒ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings  
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

JAN 03 2005

CERTIFIED

JAN 03 2005

MAYOR'S ACTION

MAYOR'S ACTION

MAYOR

JAN 10 2005